

## REQUEST FOR PROPOSALS

**RFP#: DDP-611CB-93941-13-MSM**

Issue Date: August 6, 2012

Title: HIV Prevention for Men who have Sex with Men

Commodity Code: **HIV Prevention Services**

Issuing Agency: Commonwealth of Virginia  
Department of Health  
Office of Epidemiology (OEpi)  
109 Governor Street  
6<sup>th</sup> Floor, Room 642  
Richmond, VA 23219-0331

Location where work will be performed: Open for solicitation in the Northern health region of Virginia (Alexandria, Arlington, Fairfax, Falls Church, Loudoun, Manassas, and Prince William)

Period of Contract: **From January 1–December 31, 2013** with one (1) optional one year renewal.

**Sealed Proposals will be received until 3:00 p.m., September 27, 2012** by the Virginia Department of Health (VDH), Office Epidemiology (OEpi) located on the 6<sup>th</sup> Floor, **Room 642**, James Madison Building, 109 Governor Street, Richmond, Virginia 23219. To be considered, all proposals must be received at this specific location on or before the date and hour stipulated. Proposals received after the date and hour designated are automatically disqualified and will not be considered. The official time used in the receipt of responses is that time on the clock or automatic time stamp machine in the Office of Epidemiology.

The safest way to insure that the proposal is delivered on time, especially if it is submitted within the last seven (7) days prior to the due date, is to deliver it in person. The alternative is to use a commercial delivery service such as FedEx or UPS, or the U.S. Post Office Express Mail Service. The response may be sent via U.S. mail to Post Office Box 2448, Richmond, VA 23218 provided it is submitted in adequate time to allow for delivery to the specific office location, Room 650, James Madison Building, 109 Governor Street, Richmond, Virginia 23219. Offerors are responsible for assuring timely receipt of the proposal at the specific office location and should make allowance for the possibility of an untoward event.

**IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO THE ISSUING AGENCY LISTED ABOVE.**

All inquiries should be directed to K. Boehme at (804) 864-7553, fax (804) 864-8213, or [Kimberly.Boehme@vdh.virginia.gov](mailto:Kimberly.Boehme@vdh.virginia.gov).

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature in Ink)
_____ Zip Code: _____	Name: _____
eVA Vendor ID or DUNS#: _____	(Please Print)
Fax Number: ( ) _____	Title: _____
email address: _____	Telephone Number: ( ) _____

**PREPROPOSAL CONFERENCE:** An optional pre-proposal conference will be held on August 22, 2012 at 11:00 a.m. at the Virginia Department of Health, James Madison Building, 109 Governor Street, Room 219, Richmond, Virginia 23219. (Reference: Paragraph VIII herein, page 10). \* If special American with Disabilities Act (ADA) accommodations are needed, please contact the person listed above by August 20, 2012.

**Note:** This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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## **I. PURPOSE:**

The purpose of this Request for Proposals (RFP) is to establish a contract through competitive negotiations with a qualified contractor in the Northern region (region two – Attachment A1) for the delivery of primary HIV prevention services for gay men and other men who have sex with men (MSM). Interventions may also be targeted to male-to-female (MTF) Transgender persons.

## **II. BACKGROUND:**

- A.** VDH's mission is to achieve and maintain optimum personal and community health by emphasizing health promotion, disease prevention, and environmental protection. VDH's Division of Disease Prevention (DDP) recognizes the need for qualified, experienced organizations to provide a continuum of primary prevention services to persons at high risk for and/or living with HIV.
- B.** MSM continue to be disproportionately represented among new HIV infections in Virginia. While national trends are stable, MSM are the only risk group in which new infections have been increasing. The National HIV/AIDS Strategy recommends that services should be targeted to those populations that are heavily affected by HIV, which includes MSM. In Virginia, the Northern region has the highest percentage (32%) of HIV cases among MSM and is currently underfunded. In 2009, MSM or MSM-IDU accounted for more than half (55%) of all people living with HIV. African American MSM, in particular, may be more socially isolated than Caucasian MSM. From 2005 to 2009, there was a 48% increase of the number of diagnoses of African American MSM in Virginia. MSM who experience depression, substance abuse and/or have a history of physical, sexual or emotional abuse have also shown a pattern of increased risk taking.
- C.** Transgender persons, especially MTF Transgender persons are also at increased risk for HIV infection. The Transgender community faces a variety of issues such as limited access to health care, discrimination in employment and housing, injection of hormones and silicone, and high rate of substance use. In Virginia, the prevalence of HIV among MTF Transgender persons is 10-15%. While many Transgender persons lead distinct lives and participate in separate communities from MSM populations, other Transgender persons, especially young African American MTF, often identify with and utilize the same social venues as MSM.
- D.** A total of \$90,000 is available annually to provide HIV prevention services for gay men and other MSM in the Northern health region. One hundred percent of this funding is from the Centers for Disease Control and Prevention (CDC), PS12-1201, Comprehensive HIV Prevention Project for Health Departments.
- E.** Grant monies are not available for direct medical care, patient transportation, research, Pre-Exposure Prophylaxis (PrEP) medications, fund raising, housing, syringe exchange or lobbying.
- F.** It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small business and businesses owned by women and minorities and to encourage their participation in state procurement activities. The Commonwealth encourages contractors to provide for the participation of small business and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such business and plans for involvement on this RFP is required. By submitting a proposal Offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal.

## **III. STATEMENT OF NEEDS:**

- A.** Contractors shall provide high impact HIV prevention services for gay men and other men who have sex with men (MSM) in the Northern region including those living with HIV, young Black MSM men (ages 16-24), and white, black and Latino MSM of all ages. Transgender persons (MTF) may also be targeted but interventions and objectives to reach Transgender persons should be distinct from those for MSM.
- B.** Contractors should provide community, group or individual -level evidence-based interventions that have been shown to be effective in reducing risk behaviors or maintaining safe behaviors among the targeted population. Offerors are encouraged to focus on community-level interventions that can be scaled to reach a significant proportion of the targeted population.

Additional information about recommended CDC evidence-based interventions known as *Diffusion of Effective*

*Behavioral Intervention (DEBIs)* may be found at [www.effectiveinterventions.org](http://www.effectiveinterventions.org). Further information about interventions selected from the *Updated Compendium of Evidence-Based Interventions, revised August 2011* may be downloaded from the CDC website at [http://www.cdc.gov/hiv/topics/research/prs/rr\\_chapter.htm#list](http://www.cdc.gov/hiv/topics/research/prs/rr_chapter.htm#list). DEBI and *Compendium* interventions may be tailored and adapted to fit the needs and culture of the target population with approval from the VDH, DDP. Contractors providing Comprehensive Risk Counseling and Services should refer to U.S. Department of Health and Human Services' *HIV Comprehensive Risk Counseling and Services Guidelines* available from the CDC. The guidelines may be downloaded from [http://www.cdc.gov/hiv/topics/prev\\_prog/CRCs](http://www.cdc.gov/hiv/topics/prev_prog/CRCs).

- C. Contractors must include a condom distribution plan focusing on MSM. The plan should include at least how many condoms to be distributed, how distributed, and specifically to what population (subpopulation if applicable).
- D. Contractors must provide referrals to assist clients in accessing HIV testing, with the recommendation that sexually active men seek testing two – four times per year. The importance of knowledge of HIV status, the importance of accessing HIV care, and the facilitation of linking HIV-infected persons into care must be emphasized in all programs.
- E. Contractors shall refer and adhere to the Taxonomy & Standards for HIV Prevention Interventions found within the *2008 Comprehensive HIV Prevention Plan*, pages 69 through 88, <http://www.vdh.virginia.gov/epidemiology/DiseasePrevention/documents/2008ComprehensivePlan.pdf>, when defining their proposed programs and services to be performed.
- F. Contractors may propose innovative, untried methods or alternative interventions if sufficient justification (evidence of effectiveness or thorough description of the theoretical basis of the intervention) is provided. Contractors are encouraged to include persons from the target population in the development of interventions and may want to consider peer-developed and/or peer-lead interventions if group level interventions are conducted.
- G. Contractors may provide HIV testing as a component of their programs; however, testing should not constitute the majority of the proposed activities. Testing program must achieve and maintain a positivity rate of at least one percent. All contractors who conduct testing must include a plan for successfully linking HIV-positive persons into care and document the percentage of clients linked to care within 90 days of a positive test result. Contractors providing testing must adhere to the requirements found in **Attachment A2**.
- H. Contractors shall incorporate information STD prevention, testing and treatment into their HIV prevention programs.
- I. Contractors shall participate in the monitoring and evaluation system designated by VDH and enter data on a weekly basis. Contractors shall collect client-level data for individuals enrolled in interventions. Aggregate level data collection may only be used for recruitment activities, outreach, and social marketing/health communications/public information activities.

The contractor shall meet the following requirements for security and confidentiality of data:

1. Client-level data forms shall be kept in a locked file and retained for one year after the data has been entered into the data system designated by VDH. At the end of the one-year period, the records should be destroyed by either shredding or incineration.
  2. Logs that match client names to data or other key identifiers shall be locked in a location separate from client-level data forms.
  3. All staff collecting client-level data shall sign an agency security and confidentiality agreement.
- J. Contractors shall finalize a quality assurance plan and grievance policy to include all VDH, DDP funded HIV prevention programs within three months of grant award.
  - K. Contractors and subcontractors that can be deemed to be covered entities under the Health Insurance Portability and Accountability Act (HIPAA) shall comply with all regulations relevant to HIPAA.

- L.** Work plans shall include both process and outcome objectives. It is not necessary to have an outcome objective for each process objective. There may be multiple process objectives for a specific outcome objective. A sample work plan format is included as (**Attachment A3**). Methods of evaluation must be included also. The primary emphasis of evaluation should be documenting the impact of the interventions on the target population's risk behaviors.
- M.** Additional Contractor Activities:
1. Any educational materials (pamphlets, posters, curricula, videos, etc.) proposed to be used, developed or purchased shall be submitted to the VDH AIDS Materials Review Panel for approval. VDH convenes the review panel in order to comply with directives from CDC. The content of such materials will be reviewed and approved for scientific accuracy and shall support the contracted scope of services while assuring appropriateness of the message for the targeted population.
  2. Contractors shall attend all quarterly HIV prevention contractor meetings convened by VDH.
  3. Contractors shall participate in disseminating information for special events such as National HIV Testing Day and World AIDS Day.

#### **IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

##### **A. RFP RESPONSE:**

In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and six (6) copies of each proposal shall be submitted in accordance with instructions on the first page of this RFP. Proposals shall be submitted to:

Virginia Department of Health  
James Madison Building  
109 Governor Street, Rm. 642  
Richmond, VA 23219  
Attn: **Kim Boehme**  
or

Virginia Department of Health  
James Madison Building  
P. O. Box 2448, Rm. 642  
Richmond, VA 23218-2448  
Attn: **Kim Boehme**

##### **B. PROPOSAL PREPARATION:**

1. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of services proposed and capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

4. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
5. Mark one copy as the "ORIGINAL."
6. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
7. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
8. The signed proposal must be in an envelope/package addressed as directed on page 1 of this solicitation and in Attachment B. If a proposal is not identified as required, the offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposal should be placed in the envelope. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

**C. ORAL PRESENTATION:**

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

**D. SPECIFIC PROPOSAL INSTRUCTIONS:**

Proposals should be as thorough and detailed as possible so that VDH may properly evaluate your capabilities to provide the required services. Offerors are required to submit a written narrative statement including the following items as a complete proposal:

1. The return of the original RFP Cover Sheet (pages 1 and 2) and addenda, if any, signed and filled out as required.
2. Completed Vendor Data Sheet (**Attachment A4**) and other specific items or data requested in RFP. The Vendor Reference Sheet should include VDH if the Offeror has held a contract with VDH within the past three years.

3. A written narrative to include:
- a. An overview of the proposed project including a description of the population(s) targeted, methods/strategies to be used and evaluation method(s). Strategies for client recruitment and retention and locations and times of service delivery should be described. Selection of the specific intervention(s) to be conducted should be justified through scientific evidence of effectiveness or theoretical approach. Plans to identify and provide services to persons with high risk behaviors should be described. If the Offeror is proposing an intervention other than a DEBI or *Compendium* intervention, the Offeror must describe the behavioral or social science theory supporting the intervention or provide other justification for use of the innovative approach. Offerors should also describe efforts to ensure services will be provided in a culturally competent and linguistically appropriate manner. Input from the target population(s) into the development of the program should be documented. Mechanisms to refer individuals to other services (HIV testing, treatment/care, STD services, housing etc.) and documentation of such referrals should be described.
  - b. An overview of the Offeror's history and experience relevant to the Statement of Need, target population(s) and proposed activities, including development and implementation of prevention education programs, support services and educational materials. Experience and success of such efforts should be supported with quantitative and qualitative data when available. Describe the extent to which the agency's front line staff and management is representative of the target population. If the Offeror has no direct experience in HIV prevention, an overview of the collaborative relationship with an agency and/or person(s) who have such experience should be included. Offeror may also include other experience in providing educational/prevention messages to the specified population which may be considered transferable.
  - c. A description or list of all personnel who will be funded by or have responsibilities under this contract. Specify relevant professional degrees, training, work, volunteer or life experience and expertise in working with the identified target population(s). Résumés should be included as an attachment to the proposal. Job descriptions should be attached for all positions, specifically showing the percentage of time requested for each position and how job activities relate to the attainment of objectives.
  - d. Assessment of need for proposed activities through the use of epidemiological data, formal or informal needs assessment surveys, and other data/markers. Unique community needs and issues should also be described. Offeror should verify that other resources are not available to provide the proposed services.
  - e. A comprehensive work plan identifying the target population(s), interventions/strategies and data collection methods. The work plan should be described through specific, time-phased and measurable objectives. Process and outcome objectives, detailing action steps to be accomplished, shall be included. A time line may also be submitted. The work plan must include an evaluation component. See **Attachment A3** for a suggested work plan format. Include an outline of goals and objectives of year two to indicate how many people will be served in the subsequent 12 month funding period.
  - f. Document knowledge and use of referral sources for HIV care, HIV and STD testing, and supportive services such as housing, substance treatment, etc.
  - g. A comprehensive Quality Assurance protocol describing:
    - i. Methods and procedures for data collection, entry, accuracy, management and security
    - ii. Procedures for and frequency of assessing staff performance and proficiency
    - iii. Procedures for and frequency of assessing intervention fidelity (how the contractor will determine that the services are being delivered consistently, according to VDH standards and as described in the work plan)
    - iv. Procedures for and frequency of ensuring client satisfaction as applicable
    - v. Procedures for assessing client outcomes related to service provision strategies that will be used to apply quality assurance findings to program refinement and redirection
    - vi. Staff responsible for quality assurance activities.

- h. Brief description and funding level of all contracts/grants for HIV/STD prevention/services that the Offeror currently provides. Please include those funded, if any, by VDH, DDP.
4. Current Letters of Agreement from all collaborating agencies, individuals or venues where work will be performed, as applicable. Documentation of linkages with HIV care sites, and HIV/STD testing should be included as applicable. Letters of Support will not be accepted in lieu of Letters of Agreement.
5. A minimum of two (2) current Letters of Support detailing past or present collaboration and describing support for the offeror's current proposal.
6. Proposed budget for the January 1, 2013 – December 31, 2013 time period. The budget must be submitted on the form provided (Attachment A5). Indirect costs are capped at 10% and allowable only when the contractor/subcontractor has a certified indirect cost rate approved by their Federal cognizant agency. These are costs not associated with any other particular line item identified on the budget form.
7. A budget justification which details the budget line items, including a breakdown of personnel costs and rationale for proposed expenditures.
8. A completed Small, Women-Owned and Minority Business Form (Attachment A6).

**V. EVALUATION AND AWARD CRITERIA:**

**A. EVALUATION CRITERIA:**

Proposal shall be evaluated by a review panel convened by the Virginia Department of Health using the following criteria.

<b>Evaluation Criteria</b>	<b>Weight</b>
<b>1.</b> Qualification and expertise of Offeror to reach and deliver prevention/community services relevant to the Statement of Needs. Qualifications and expertise of agency personnel to effectively serve population(s) targeted including provision of services in a culturally competent and linguistically appropriate manner.	10
<b>2.</b> The demonstrated need for the proposed services.	10
<b>3.</b> Specific plan or methodology to be used in performance of these services include:	
<b>a.</b> Times and methodology of service provision are appropriate and accessible to the population. Where appropriate, the target population was included in the development of the intervention. The selected interventions are DEBIs, <i>Compendium</i> interventions, or otherwise evidence-based/theory driven.	10
<b>b.</b> Quality of the work plan. Objectives are specific, measurable and time phased. Work plan includes both process and outcome objectives, with detailed plans of operation (action steps) and methods of evaluation. The project is feasible and sustainable. Strategies to recruit and retain the target population into the specified interventions are addressed.	25
<b>c.</b> The Quality Assurance Protocol addresses staffing, intervention delivery, data, and mechanisms to conduct and/or make modifications to work plans or approved interventions.	10
<b>d.</b> Letters of Agreement demonstrate collaboration with partners that will provide access to or services for the target populations. Strong community ties and backing for the proposal are evidenced by Letters of Support.	5
<b>4.</b> Cost Effectiveness of proposed plan	10
<b>5.</b> Small Business Sub-Contracting Plan	20
<b>Total</b>	<b>100</b>



**B. AWARD CRITERIA:**

It is anticipated that one award will be made. Selection shall be of offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the RFP. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s), which in its opinion has made the best proposal, and shall award the contract to those offeror. The Commonwealth may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, *Code of Virginia*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

**VI. REPORTING AND DELIVERY INSTRUCTIONS:**

- A.** Quarterly reports shall be submitted by the 20th of the month following each quarter (April 20, July 20, October 20, January 20 of following year) to:

Diana Jordan, Director  
Division of Disease Prevention  
P. O. Box 2448, Room 326  
Richmond, Virginia 23218-2448

**One original** of the report shall be submitted in the following format:

1. Highlights as applicable
2. Restatement of each objective
3. Activities undertaken to fulfill that objective
4. Problems and barriers encountered
5. Status of data entered for the quarter including listing of persons trained to enter data and identification of person (s) entering data
6. Other supporting documentation

Quarterly progress reports submitted by fax or email **will not** be accepted.

- B.** All data entry for the quarter must also be completed by the 20<sup>th</sup> of the month following the end of the quarter so that the narrative attainment can be compared with the data in the Monitoring and Evaluation system.
- C.** Requests for budget or work plan modifications shall be made in writing prior to the end of the quarter to which they pertain. No work plan modifications will be accepted after the end of the 3rd quarter (September 30). VDH shall be responsible for determining the legitimacy of the extenuating circumstances and the acceptability of revised plans or objectives.
- D.** Failure to attain objectives may impact payment of monies requested by the Contractor. However, in an effort not to penalize innovative efforts, payment shall be prorated according to the degree of attainment and legitimate efforts of the Contractor and not solely by success or failure of an innovative project. Such decisions shall be at sole discretion of VDH.
- E.** Time and effort (T&E) records for each employee paid in full or in part through this contract must be kept on file at the Contractor's site and made available upon request.

## **VII. VIRGINIA DEPARTMENT OF HEALTH ACTIVITIES**

- A.** VDH will review and provide feedback and recommendations on contractors' quarterly progress reports.
- B.** VDH will provide technical assistance to contractors as applicable and within funding limitations.
- C.** VDH will make at least one site visit to: observe interventions, review fiscal and administrative records and conduct other quality assurance activities. Records and forms will be reviewed for completeness and accuracy. Site visits to observe delivery of interventions, counseling sessions and HIV testing may be announced or unannounced. A minimum of 48 hours notice will be provided for review of financial or client records and programmatic data.
- D.** VDH will provide training to new contractors in use of data collection system selected by VDH and provide ongoing technical assistance for data collection and reporting as deemed necessary.
- E.** VDH will review and audit contractors' data collection tool on a quarterly basis.

## **VIII. PRE-PROPOSAL CONFERENCE OPTIONAL:**

An optional pre-proposal conference will be held on **August 22, 2012 at 11:00 a.m.** at the Virginia Department of Health, James Madison Building, 109 Governor Street, Room 219, Richmond, Virginia 23219. Offerors may also participate in this pre-proposal conference by phone. Audio participants should dial (866) 842-5779 between 10:55 -11:00 a.m. Please enter 8048647962 when prompted for the pass code. A roll call of audio conference participants will be taken at the beginning and end of the conference in order to ensure all participant attendance is recorded.

The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Questions may be faxed prior to the conference to (804) 864-8053.

## **IX. GENERAL TERMS AND CONDITIONS:**

### **A. VENDORS MANUAL:**

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the "Vendor" tab.

### **B. APPLICABLE LAWS AND COURTS:**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, §2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### **C. ANTI-DISCRIMINATION:**

By submitting their bids, Bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, §2.2-4343.1E)

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of Item 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**D. ETHICS IN PUBLIC CONTRACTING:**

By submitting their bids, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**F. DEBARMENT STATUS:**

By submitting their bids, Bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**G. ANTITRUST:**

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

**H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:**

Failure to submit a bid on the official state form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provision of the contract shall be effective unless reduced to writing and signed by the parties.

## **I. CLARIFICATION OF TERMS:**

If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

## **J. PAYMENT:**

### **1. Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges, which are not in dispute (*Code of Virginia*, §2.2-4363).

### **2. To Subcontractors:**

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
  - i. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - ii. To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime Contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

**K. PRECEDENCE OF TERMS:**

The following General Terms and Conditions: VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986. DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**L. QUALIFICATIONS OF BIDDERS:**

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the services/furnish the goods and the Bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the Commonwealth that such Bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**M. TESTING AND INSPECTION:**

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**N. ASSIGNMENT OF CONTRACT:**

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

**O. CHANGES TO THE CONTRACT:**

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Virginia Department of Health may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Virginia Department of Health a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Department of Correction's right to audit the Contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Virginia Department of Health with all vouchers and records of expenses incurred and savings realized. The Virginia Department of Health shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Virginia Department of Health within thirty (30) days from the date of receipt of the written order from the Virginia Department of Health. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Virginia Department of Health or with the performance of the contract generally.

**P. DEFAULT:**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.

**Q. INSURANCE:**

By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Bidder further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

1. Worker's Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence.

**R. ANNOUNCEMENT OF AWARD:**

Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the Purchasing Agency will publicly post such notice on the DGS/DPS eVA website ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

**S. DRUG FREE WORKPLACE:**

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees, (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance, marijuana or alcohol is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv)

include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance, marijuana or alcohol during the performance of the contract.

**T. NONDISCRIMINATION OF CONTRACTORS:**

A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:**

The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

1. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
2. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
  - a. Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:
  - b. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
  - c. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
    - i. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
    - ii. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
  - d. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
    - i. DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
    - ii. Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
  - e. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
    - i. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
    - ii. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

**V. AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**W. BID PRICE CURRENCY:**

Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

**X. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:**

A contractor organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**X. SPECIAL TERMS AND CONDITIONS:**

**A. ADVERTISING:**

In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Virginia Department of Health will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Virginia Department of Health has purchased or uses any of its products or services, and the contractor shall not include the Virginia Department of Health in any client list in advertising and promotional materials.

**B. AUDIT:**

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

The Grantee shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of State, Local Governments, and Non-Profit Organizations) as applicable.

In accordance with the above Circular, the Grantee shall, if grant funds expended are \$500,000 or more in a year, have a single or program-specific financial statement audit conducted for that annual period in compliance with General Accounting Office audit standards. If grant funds expended are less than \$500,000 for a year, the Grantee must meet the General Accounting Office audit standards and maintain financial records for such audit that are available for review or audit by appropriate officials of the granting Federal agency, VDH, and the General Accounting Office.

As a condition of receiving funds, the independent auditor shall have access to all records and financial statements as may be necessary under the circumstance and all personnel costs allocated to any contract must be substantiated by individual records of staff time and effort (T&E) devoted to the contract. All audits are to be conducted within one year of the close of the grant fiscal year end in accordance with the Standards for Audit of Governmental Organizations, Programs, Activities, and Functions issued by the Comptroller General. The Grantee must submit its audit report and corrective action plan to the Virginia Department of Health, Division of Disease Prevention, Attention: Diana L. Jordan, within thirty (30) days after the completion of the audit report. Failure to provide an audit report within the specified time period or failure to complete corrective actions will be considered a breach in the terms of the contract, and as such may lead to termination of the grant or discontinuation of future funding until such time as an audit report is provided.



**C. CANCELLATION OF CONTRACT:**

The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**D. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:**

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement

**E. IDENTIFICATION OF PROPOSAL ENVELOPE:**

Envelopes containing proposals shall be sealed and marked in the lower left-hand corner with the solicitation number, commodity, hour and due date of the proposal. A sample of a return mailing label for identifying the package as a sealed proposal has been provided as **Attachment B**. This format should be used on your response envelope. It is further suggested that if you submit your proposal by a courier such as FedEx or UPS, and place your sealed envelope inside the courier's envelope, that you clearly mark the courier's envelope with the same information. The courier's envelope should be addressed as directed on the cover page of the solicitation.

Proposals may be hand delivered to the Issuing Agency's Purchasing Office, however, ample time must be allowed for security check-in at the front desk and getting to the Purchasing Office prior to the closing time for the solicitation.

No other correspondence or other proposals should be placed in the envelope.

**F. PRIME CONTRACTOR RESPONSIBILITIES:**

The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of their subcontractors and of persons employed by them as he is for the acts and omissions of their own employees.

**G. PROPOSAL ACCEPTANCE PERIOD:**

Any proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**H. QUANTITIES:**

Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

**I. RENEWAL OF CONTRACT:**

This contract may be renewed by the Commonwealth upon written agreement of both parties for 1 successive one year period, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. Price increases may be negotiated only at the time of renewal.

If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other goods/services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**J. REFERENCES:**

Offerors should provide a list of at least 3 references where similar goods and/or services (may not necessarily be HIV prevention/ community services). Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1. _____			
2. _____			
3. _____			

**K. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

1. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

**L. SUBCONTRACTS:**

No portion of the work shall be subcontracted without prior written consent of the Purchasing Agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Purchasing Agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

Accordingly, this agreement basis is considered a sub-recipient relationship in accordance with the Federal Office of Management and Budget Circular No A-133.

**M. SUB-RECIPIENT:**

This agreement basis is considered a sub-recipient relationship in accordance with the Federal Office of Management and Budget Circular No A-133.

OEpi, as a pass-through entity for numerous federal grants, is responsible for ensuring that certain activities occur with respect to monitoring of sub-recipients. When a sub-recipient expends \$500,000 or more in federal grant funds in a year from any and all sources, the sub-recipient is required to have a single audit or program-specific audit conducted for that year in accordance with the provisions of the Office of Management and Budget Circular A-133. Within 30 days of the effective date of the agreement, the Contractor will provide the assigned OEpi contract monitor with a copy of its most recent (last) audit. If any findings were noted in the audit report, corrective actions taken to fully resolve the finding must be provided. If an A-133 audit occurs during the term of this agreement, a copy of that audit and response to any findings must be provided as well. If the Contractor does not expend \$500,000 or more in federal grant funds in a year from any and all sources, a written statement must be filed with the VDH contract monitor within 30 days of the effective date of this agreement.

**N. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:**

The solicitation/contract will result in zero purchase order(s) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
  - i. DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
  - ii. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
  - i. DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
  - ii. Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
- d. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:
  - i. DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
  - ii. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

**O. CONTINUITY OF SERVICES:**

1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees as follows:
  - a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  - b. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  - c. That the Agency Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

**P. LOBBYING COSTS:**

Associated costs with lobbying efforts are not allowed under this contract and will not be reimbursed.

**Q. INDEPENDENT CONTRACTOR:**

When providing the services specified under this contract the contractor shall not be deemed an employee or agency of the Virginia Department of Health. The contractor shall act as an independent contractor and is responsible for obtaining and maintaining appropriate liability insurance, payment of all FIC, State and Federal taxes, and complying with other similar requirements that are customary in the industry.

**R. OWNERSHIP OF INTELLECTUAL PROPERTY:**

All copyright and patent rights to all papers, reports, forms, materials, outreach and training efforts, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

**S. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1966 (HIPAA):**

1. By signature of this contract, the Contractor agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and, in the performance of this contract (agreement) shall:

- a. Not use or further disclose protected health information (PHI) other than as permitted or required by terms of this contract or as required by law;
  - b. Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this contract;
  - c. Report to VDH any use or disclosure of PHI not provided for by this contract;
  - d. Mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a Use or disclosure of PHI by the Contractor in violation of the requirements of this contract;
  - e. Impose the same requirements and restrictions contained in this contract on its subcontractors and agents;
  - f. Provide access to PHI contained in its records to VDH, in the time and manner designated by VDH, or at the request of VDH, to an individual in order to meet HIPAA access;
  - g. Make available PHI in its records to VDH for amendment and incorporate any amendments to PHI in its records at VDH request;
  - h. Document and provide to VDH information relating to disclosures of PHI as required for VDH to respond to a request by an individual for an accounting of disclosures of PHI in accordance with the HIPAA Privacy Rule; and
  - i. Make its internal practices, books, and records relating to use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining compliance with the HIPAA Privacy Rule.
2. HIPAA Confidentiality: The Contractor acknowledges and understands that its employees may have access to confidential information, including Protected Health Information (PHI) regarding employees, clients/patients, or the public. In addition, the Contractor acknowledges and understands that its employees may have access to proprietary or other confidential information or business information belonging to VDH. Therefore, except as required by law, the Contractor agrees that its employees shall not:
    - a. Access or attempt to access data that is unrelated to their job duties or authorization;
    - b. Access or attempt Protected Health Information (PHI) beyond their stated authorized HIPAA access level;
    - c. Disclose to any other person or allow any other person access to any information related to VDH or any of its facilities that is proprietary or confidential and/or pertains to employees, students, patients, or the public. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.
    - d. Disclose Protected Health Information (PHI) in violation of HIPAA regulations.
  3. The Contractor understands that VDH and its employees, clients/patients, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that VDH may seek legal remedies available to it should such disclosure occur. Further, VDH understands that violations of this agreement may result in contract default.

**T. AWARD:**

The Commonwealth shall engage in individual discussions with multiple offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and

all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, three or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

#### **XI. COMPENSATION AND METHOD OF PAYMENT:**

The contractor shall be paid for actual expenditures, including sales tax, not to exceed the total award amount for the current period by the Purchasing Agency. Payment will be made monthly contingent upon satisfactory progress of contract deliverables including submission of required reports, and presentation of the request for payment in the approved format by the 15<sup>th</sup> of the month following the month of service. Payment will be made in accordance with the Prompt Payment Act of Virginia.

This agreement is a cost reimbursement contract that is negotiated prior to annual renewal each year depending on the approved budget. Price adjustment may be allowed at any time during the term of this agreement.

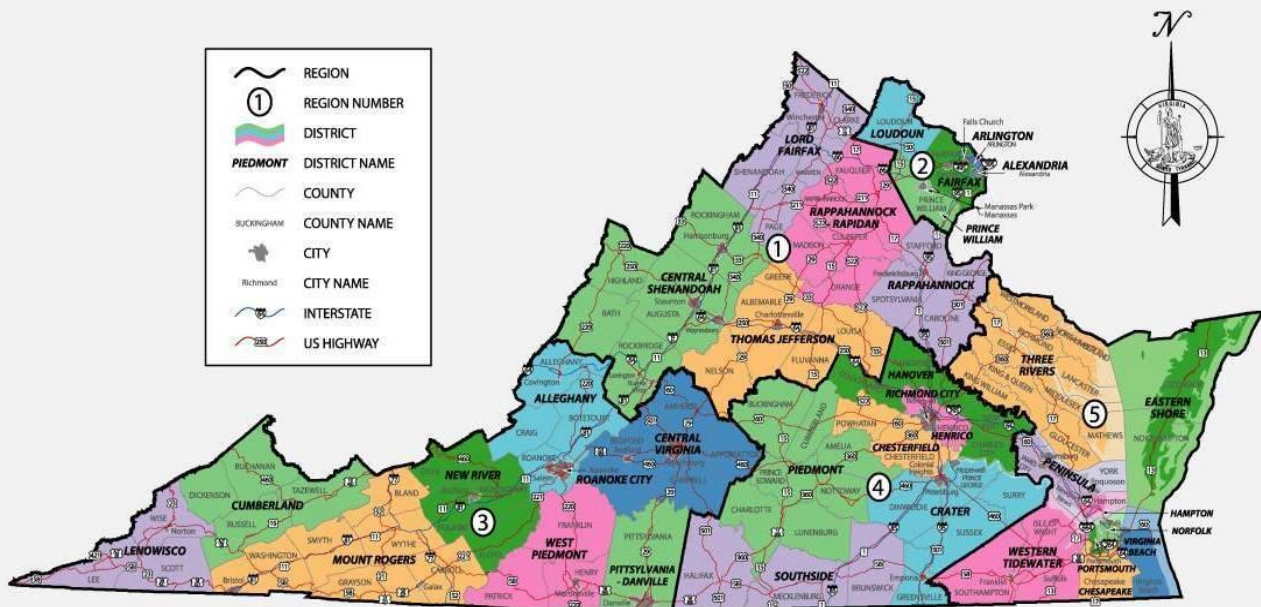
#### **XII. ATTACHMENTS:**

##### **A.**

1. Map of Health Regions
2. HIV Testing Services Requirements
3. Describing a Work Plan Through Use of Process and Outcome Objectives
4. Vendor Data Sheet
5. Proposed Budget Form
6. Small, Women-Owned and Minority Business Form

##### **B. Sample Proposal submission envelope label**

# Commonwealth of Virginia - Department of Health Division of HIV, STD, and Pharmacy Services



MAP OF HEALTH REGIONS

## Attachment A2

### **HIV Testing Services Requirements**

1. DDP will provide Oraquick Advance test kits and controls for rapid testing conducted under this program. Oraquick Advance is approved for use with whole blood specimens obtained by finger-stick and with oral fluid specimens. DDP will provide OraSure test kits and laboratory services to confirm rapid reactive test results only. Contractors that elect to conduct testing must conduct confirmatory testing as part of their testing protocol.
2. In 2006, CDC released its *Revised Guidelines for HIV Testing in Medical Settings* that recommends HIV testing of all persons between the ages of 13-64. Those recommendations were specifically developed for clinical settings and **do not apply to contractors under this grant**. Contractors funded under HPACC may conduct **targeted** testing to high- risk populations and may **not** direct their testing efforts to the general population, mass testing at health fairs, churches or other low-risk settings.

Agencies conducting testing must focus on the highest risk populations, achieve a 1% positivity rate and ensure that at least 80% of persons who receive their test results are linked to medical care and attend their first appointment.

Prevention counseling, confidential rapid HIV testing and referral to prevention and medical services may be provided to one or more of the following target populations within Black and Latino communities:

- Partners of HIV-infected persons
  - MSM
  - IDU
  - MSM/IDU
  - Sex workers
  - Transgender persons
  - Homeless
  - Incarcerated
  - Female sexual partners of MSM
  - Sexual partners of IDU
  - High-risk heterosexuals (High-risk heterosexuals those who within the past year has had unprotected sex with a person who is living with HIV, had unprotected sex in exchange for money or drugs, had unprotected sex with multiple partners (greater than five), had anonymous unprotected sex or needle-sharing partners, or been diagnosed with a sexually transmitted infection)
3. Testing may be expanded and offered to the public for events such as National HIV Testing Day, National Black HIV/AIDS Awareness Day, National Gay Men's HIV Awareness Day, National Latino AIDS Awareness Day, Pride events, etc.
  4. Contractors may collaborate with other organizations for special testing events; however, contractors may not give away or loan test kits to these organizations and must have staff present to provide counseling and administer tests at any collaborative event.
  5. Services should be provided by those staff members or volunteers who are culturally and linguistically competent to work with the population being targeted.

### Training

1. All staff and volunteers who perform testing must complete the prevention counseling course series, "The Facts" and "The Fundamentals" prior to performing testing. If a staff person or volunteer is unable to give a rapid reactive test result, they should not conduct testing.
2. All staff conducting testing will be required to attend oral and rapid testing training conducted by DDP or a designated agency.



### Confidentiality and Quality Assurance

1. All staff and volunteers who are involved in community HIV testing must sign a confidentiality agreement. These agreements must be available for VDH inspection upon request.
2. Each agency shall create and maintain a quality assurance protocol for its rapid testing program and at a minimum adhere to the Quality Assurance protocol established by the Division of Disease Prevention, <http://www.vdh.virginia.gov/epidemiology/DiseasePrevention/Programs/HIVPrevention/index.htm>.
3. All counseling and testing documents including copies of HIV Counseling, Testing and Referral (HIV CTR) forms, logs and consent forms must be maintained in a locked file.
4. When conducting testing off-site, staff must secure all specimens, HIV CTR forms and other documents until they can be submitted or returned to the contractor's office. If staff does not immediately return to base, documents should not be left unattended (e.g., in a car trunk) but must remain in the physical presence of the responsible staff person.
5. Contractors must retain HIV CTR forms and other testing information containing patient identifiers for a period of ten (10) years. At the end of ten (10) years, the contractor may destroy testing records. These records must be destroyed by shredding or incineration prior to disposal. Documentation of destruction should be provided to DDP.
6. If the contract agency ceases operations prior to the end of the ten-year period, or if VDH deems that confidentiality is not being maintained, all HIV CTR forms and other testing information containing patient identifiers must be returned to DDP for storage.
7. Contractors that conduct HIV testing shall participate in monthly contractor testing calls convened by DDP.

### Mandatory Forms and Data Requirements

1. Contractors shall collect data on the number of clients provided with rapid testing, confirmatory testing, return of test results, linkages to care and confirmation of attendance at the first medical appointment. Follow-up must be documented on the HIV CTR form.
2. Contractors shall use the HIV CTR form and any other forms designated by VDH. The forms shall be submitted in the format and timeframe approved by VDH. An HIV incidence (Testing and Treatment History) form shall be completed and submitted on all confirmed positives within the 30-day time frame approved by VDH.
3. Contractors will complete a confidential morbidity report (Epi 1) for all positive test results within three (3) days of receipt. The agency will detach and retain the bottom (pink) copy of the Epi 1 and submit the top two copies of the form to the local health district. The agency must maintain a log or other mechanism to document that each positive test has been reported as required.

## **Objectives and Work Plan Format**

Each Work Plan should clearly identify:

target population to be reached the  
intervention to be utilized process  
objectives  
plan of operation  
outcome objectives  
the total number of clients to be reached annually  
evaluation component

### **Notes**

- Well-written objectives provide all the information a reviewer needs to understand your organization's work plan.
- Strong objectives demonstrate your organization's expertise with program implementation and anticipatory goal attainment.
- Objectives should be contained in one sentence and should be specific (who, what, where), time-phased (when) and measurable (how many, how much). Additional information should be included in the Plan of Operation as either a narrative or bulleted points.
- Outcome objectives are not needed for each process objective. Several process objectives may contribute to one outcome measurement.

### **Definitions**

**Process objectives** describe specific intervention activities for a targeted population within a given timeframe. It describes the work to be done (your intervention) or services to be carried out. It allows you to monitor the progress of your project. *A process objective never describes the benefits gained, knowledge acquired, or behavior changed.*

**Outcome objectives** define a measurable result: a change in knowledge, attitudes, beliefs or behaviors that occur as a result of the intervention. Outcome objectives allow an organization to monitor changes over time and indicate whether the activities or strategies employed have had an effect on the target population. Outcome evaluation helps an organization demonstrate its program effectiveness. *Outcome objectives should always describe how the change or benefit will be measured.*

### **Examples of Process Objectives:**

Provide intensive community outreach in the Peaceful Valley neighborhood, on Friday and Saturday nights, establishing ongoing encounters with at least 50 Spanish-speaking residents by the end of 2012.

Complete three, four-session modules of the "Be Proud Be Responsible" curriculum, reaching a minimum of 36 African American youth, ages 15-18, by December 31, 2012.

By the end of 2012, conduct a three-day outreach strategies course for 45 street outreach specialists, addressing topics of addiction, safety, STDs, mental health assessments, evaluation and making referrals.

By the end of the funding cycle, conduct two HIV home health parties per quarter, with 10 participants each, for African American women in south side Richmond.

### **Examples of Outcome Objectives:**

By the end of 2012, decrease unprotected sexual intercourse by 30% among Spanish-speaking Peaceful Valley residents who engaged in intensive street and community outreach as measured by risk assessment cards distributed by outreach specialists.

By December 31, 2012, increase by 15% over baseline, the percentage of "Be Proud, Be Responsible" participants who report their intention to postpone sexual intercourse as measured by pre and post tests.

At the conclusion of the street outreach training 90% of participants will be able to correctly identify the components of addiction as measured by the Evaluator's competency test.

By the end of the funding cycle, a minimum of 40% of home health party participants will have obtained HIV testing as measured by a three-month follow-up survey.

## Putting it All Together

Some grant applications may ask you to state your work plan in terms of goals, objectives and actions steps (also called activities). Goals are generally broad-based and cannot always be measured. Below is a mini work plan based on that format.

### Recommended Work Plan Format

Goal: Decrease HIV transmission among gay men in Virginia Beach.

Intervention: **Comprehensive Risk Counseling and Services**

Target Population: **MSM with repeat STDs in the past 12 months**

Data Collection: **Client Level**

Process Objective 1: **Enroll 15 high-risk MSM in Comprehensive Risk Counseling and Services (CRCS) by the end of the first quarter.**

**Action Steps:**

Hire and train CRCS social workers by January 30.

Advertise CRCS services and criteria for enrollment through health departments, drug treatment centers and CBOs by February 15.

Complete development of screening criteria and assessment tools by February 28.

Screen and enroll MSM referred for services by collaborating agencies.

Process Objective 2: **Provide 6-10 sessions of CRCS for each enrolled client by the end of 2010.**

**Action Steps:**

Enrolled clients will be asked to sign a contract for CRCS participation.

Personalized risk assessments will be completed.

Individual action plans will be developed with each client based on the risk assessment and client needs. The

CRCS social workers will phone clients to remind them of appointments.

Referrals will be made for appropriate mental health, housing, substance abuse treatment and other services.

Participants will receive a \$10 gift certificate for each completed session.

Participants will be discharged from the program after achievement of goals. A personalized risk assessment will be completed.

Process Objective 3: **Following discharge from CRCS, conduct a three-month follow-up assessment with clients to determine maintenance of risk-reduction behaviors.**

**Action Steps:**

Clients will be contacted by phone and mail to meet for a three-month follow-up. A

risk assessment will be completed and compared to the previous assessments. Clients

will be provided with a \$20 gift certificate for completing the follow-up.

Outcome Objective 1: **By the end of 2012, 80% of clients who complete CRCS will report a reduction in the frequency of unprotected sexual activity as measured by the risk assessment questionnaire.**

Outcome Objective 2: **By the end of 2012, 60% of clients who reported reduction in unprotected sexual activity will still be engaging in protective behaviors three months following discharge as measured by the risk assessment questionnaire.**

**Attachment A4****VENDOR DATA SHEET**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Vendor Information:

eVA Vendor ID or DUNS Number: \_\_\_\_\_

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

B. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment A5**

**Proposed Budget for the January 1, 2013- December 31, 2013 Time Period**

**TITLE:** HIV Prevention for Men who have Sex with Men

**RFP: # DDP-611CB-93941-12-MSM OFFEROR:**

\_\_\_\_\_

1. Personnel: \_\_\_\_\_

2. Fringe: \_\_\_\_\_

3. Travel: \_\_\_\_\_

4. Equipment: \_\_\_\_\_

5. Supplies: \_\_\_\_\_

6. Contractual: \_\_\_\_\_

7. Other: \_\_\_\_\_

8. Indirect: \_\_\_\_\_

Total: \_\_\_\_\_

Signature of Offeror: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment A6**

### **SUPPLIER DIVERSITY & SMALL BUSINESS SUBCONTRACTING PLAN**

#### **Small Business Subcontracting Plan**

##### **Definitions**

**Small Business:** "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

**Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

**Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

**All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov) (Customer Service).**

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

##### **Instructions**

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

##### **Section A**

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

\_\_\_\_\_ Small Business

\_\_\_\_\_ Small and Women-owned Business

\_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

**B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement**

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

**Attachment B:**

**SAMPLE PROPOSAL SUBMISSION ENVELOPE LABEL**

Commonwealth of Virginia  
Department of Health  
Office of Epidemiology  
109 Governor St.  
6<sup>th</sup> Floor, Rm. 642  
Richmond, Virginia 23219

Offeror's Name: Offeror's  
Address:

**Buyer: Kim Boehme**  
**RFP #: DDP-611CB-93941-12-MSM RFP**  
**Due Date: September 27, 2012**